

06-26-2002



102136091

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 6/30/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Audio Technica U.S., Inc.
6.20.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Guitar Center Stores, Inc.
 Internal
 Address: _____
 Street Address 5795 Lindero Canyon Rd.
 City: Westlake State: CA Zip: 91362
Village

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 28, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,307,875

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ellen S. Rosenberg, Esq.
 Internal Address: Guitar Center Stores, Inc.

 Street Address: 5795 Lindero Canyon Rd.

 City: Westlake State: CA Zip: 91362
Village

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Ellen S. Rosenberg
 Name of Person Signing

Ellen S. Rosenberg
 Signature

June 17, 2002
 Date

Total number of pages including cover sheet, attachments, and document:

06/25/2002 LNUJELLER 00000177 2307875

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481

40.00 OP

TRADEMARK REEL: 002531 FRAME: 0526

ASSIGNMENT

WHEREAS Audio Technica, U.S., Inc. (hereinafter referred to as ATUS), a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 1221 Commerce Drive, Stow, Ohio 44224, owns the below listed trademark registration which has been issued by the U.S. Patent and Trademark Office, namely:

Mark	Registration No.	Issue Date
DIGITAL REFERENCE	2,307,875	January 11, 2000

WHEREAS, Guitar Center, Stores, Inc. (hereinafter referred to as Guitar Center), a corporation organized and existing under the laws of the State of Delaware, having a principal office and place of business at 5795 Lindero Canyon Road, Westlake Village, California 91362, wishes to acquire the entire right, title and interest in, to and under the aforesaid Mark.

NOW THEREFORE, to all whom it may concern:

ATUS hereby indemnifies and holds Guitar Center, its agents and licensees, mediate or immediate, representatives and successors in interest, harmless from and against any and all liabilities, demands, damages, expenses, claims or losses whatsoever, arising out of or in any way related to the retail sale of DIGITAL REFERENCE microphones, headphones and wireless systems or related products by ATUS prior to the date of this agreement for whatever reason including all liabilities, demands, expenses, including attorney fees and expert fees, claims or losses based upon any proprietary right of any third party insofar as such suit is based upon a nonfrivolous claim that the infringement, violation or damage is attributable to the sale of DIGITAL REFERENCE microphones, headphones and wireless systems or related products.

Guitar Center hereby indemnifies and holds ATUS, its agents, and licensees, mediate or immediate, representatives and successors in interest, harmless from and against any and all

liabilities, demands, damages, claims or losses whatsoever, arising out of or in any way related to the retail sale of DIGITAL REFERENCE products or related products on or subsequent to the date of this agreement for whatever reason including all liabilities, demands, expenses, expenses, including attorney fees and expert fees, claims or losses based upon any proprietary right of any third party insofar as such suit is based upon a nonfrivolous claim that the infringement, violation or damage is attributable to the sale of DIGITAL REFERENCE products or related products.

In order to make and record a specific formal assignment of the above-identified trademark from ATUS to Guitar Center:

BE IT KNOWN that for and in consideration of the sum of One dollar (\$1.00) and other good and valuable considerations, ATUS has sold, assigned, transferred and set over and by these presents does hereby sells, assigns, transfers and sets over unto Guitar Center, its successors and assigns its entire business under the trademark, including the entire right, title and interest in, to and under the above-identified mark and application therefore, together with the goodwill of the business symbolized by said mark.

IN TESTIMONY WHEREOF, ATUS has caused these presents to be signed by and authorized officer thereof, and a witness to this signature to be placed hereon as of the 28th day of May, 2002.

MICHAEL L. SMITH, NOTARY PUBLIC
RESIDENCE - SUMMIT COUNTY
STATEWIDE JURISDICTION, STATE OF OHIO
MY COMMISSION EXPIRES, APRIL 30, 2003

Audio-Technica, U.S., Inc.

Date: 5/28/02

Philip J. Cajka
Philip J. Cajka
President

[Signature]
Notary 5/28/02
Date

Guitar Center, Stores, Inc.

Date: 4/23/02

[Signature]
Name Berry Spasman
Title President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

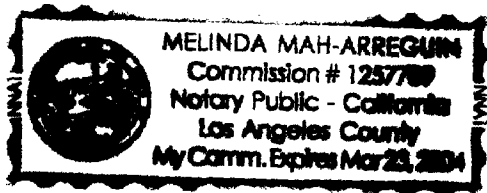
County of Los Angeles } ss.

On April 24, 2002, before me, Melinda Mah-Arreguin, Notary Public,
Date Name and Title of Office (e.g., "Jane Doe, Notary Public")

personally appeared Barry Soosman,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is)are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Melinda Mah-Arreguin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment

Document Date: April 23, 2002 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: Barry Soosman
- Individual
 - Corporate Officer — Title(s): FVP, Chief Strategic Officer - General Counsel
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: Guitar Center stores, etc